

4-3035

02-10

COLLECTIVE NEGOTIATIONS AGREEMENT
BETWEEN
DUMONT PUBLIC SCHOOLS, 1973-1974 & 1974-1975
AND THE
DUMONT CUSTODIAL ASSOCIATION

This contract, entered into this 1st day of July, 1973, by and between the School District of Dumont Public Schools, hereinafter called the Board, and the Dumont Custodial Association, herein after called the D. C. A.

The need for such an agreement is based on:

1. The Board's requirement by P. L. 303 to negotiate with the D. C. A. on the subject of salaries and fringe benefits.
2. The desire to reduce to writing, the agreeable items negotiated in good faith.

ARTICLE I

RECOGNITION

The Board hereby recognizes the Dumont Custodial Association as the exclusive bargaining representative for all custodial personnel. The term custodial personnel shall refer to only those employees, be they male or female with the titles:

- (a) Custodian
- (b) Maintenance Man
- (c) Matron
- (d) Head Custodian

Personnel may move from one position title to another higher paying title with a ninety (90) day probationary period attached. During this probationary period no salary increase if forthcoming until the ninety-first (91) day in the new position at which time, the increase in salary shall be retroactive to the first day in the new position.

The Board agrees not to negotiate with any organization other than that designated as the representative for the duration of this agreement.

The Board shall be notified by the D. C. A. of a change in its officers and the date of such change.

The Board will recognize as the negotiating unit only that organization which represents more than fifty (50%) per cent of the custodial staff.

The contract shall commence July 1, 1973, and terminate on the succeeding June 30, 1975. The contract shall be signed by the President and the witness of each party.

The D. C. A. shall annually certify to the Board the names of members in good standing.

This recognition shall not impair the rights of any employee or group of employees under Section 19 of Article I of the New Jersey Constitution.

ARTICLE II

BOARD AND CUSTODIAL RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of New Jersey.

The Board is specifically charged with:

(1) The executive management and administrative control of the school system, its properties, facilities, and the activities of its employees.

(2) The hiring of all employees and to determine their qualifications, the conditions for continued employment or their dismissal or demotion, and to promote or transfer all such employees.

(3) The means and methods of accomplishing the desired goals.

(4) The determination of schedules, the hours of employment, the duties, responsibilities, the assignments of all employees with respect thereto, and the terms and conditions of employment.

The D. C. A. shall utilize the grievance machinery, attached hereto, (Appendix A) whereby questions or issues arise concerning policy and/or its implementation.

ARTICLE III

COMPENSATION

The salaries of custodians covered by this agreement for the 1973/1974 and 1974/1975 school years are set forth in Appendix B which is attached and incorporated into this agreement.

The work week for employees excluding head custodians shall consist of five eight hour work shifts a week totaling forty hours. Hours worked in excess of eight per day or forty per week shall be paid at the overtime rate.

Excess hours (overtime) shall be paid when more than eight (8) hours are worked in a single twenty-four period. The overtime hours in a single week worked between the fortieth (40th) and the forty-eighth (48th) hour shall be paid at the hourly rate times one and one half (1½). The forty-ninth (49th) hour and each succeeding hour in the same work week will be paid at the hourly rate times two (2).

(2). The Normal work week shall be defined as starting 12:01 A. M. Sunday and terminating 11:59 P. M. Saturday. The hourly rate shall be computed by dividing the annual salary by 2080.

Holders of the Black Seal Boiler License shall be reimbursed for the annual renewal license fee upon presentation of the invoice for such renewal.

The Board shall reimburse at the current mileage rate those employees attending class leading to the Black Seal Boiler License.

ARTICLE IV

FRINGE BENEFITS

A. Sick Leave. Each custodian, maintenance man and head custodian are entitled to twelve (12) cumulative sick days per year. A matron will receive ten cumulative sick days per year.

B. Vacation Allotment. Vacation is an earned benefit based on years of service as follows:

Less than one complete year - one day per month worked (maximum of ten) with employment commencing prior to January 1.

After one complete year.....Two Weeks
After seven complete years.....Three Weeks
After fifteen complete years.....Four Weeks

Custodians eligible for three or four weeks of vacation shall take this earned vacation during July and August. Head custodians eligible for four weeks vacation may take the fourth week during the school year with the consent of the Supervisor of Buildings and Grounds.

C. Holidays. The list of paid holidays to which each custodian is entitled is as follows:

1. Independence Day.....Full
2. Labor Day.....Full
3. Election Day (Presidential).....Full
4. Armistice Day.....Full
5. Thanksgiving Day.....Full
6. Christmas Eve.....1/2 Day
7. Christmas Day.....Full
8. New Years Eve.....1/2 Day
9. New Years Day.....Full
10. Lincoln's Birthday.....Full
11. Washington's Birthday.....Full
12. Good Friday.....Full
13. Memorial Day.....Full

14. Friday after Thanksgiving.....Full
Only when Thanksgiving Day football game is played away from home. The Custodial Staff will work until job completion of the field, the lockers and any other area related to the preceding day's game.

Any of the above dates may not be treated as a paid holiday if the students are in session. Should this situation occur, the custodian shall be entitled to the same day that the student receives as compensating for that particular holiday.

Each custodial employee is entitled, upon application, for free coverage under the State Health Benefits' Program. The coverage with the premium paid by the employer.

ARTICLE VI

WITHHOLDING OF INCREMENTS

It shall be clearly understood by all staff members; teachers (as designated in the CEA contract), secretaries, custodians, cafeteria employees, administrators, etc., that negotiated salary schedules or individual contracts do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or good cause, any and all employment adjustment and merit increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:

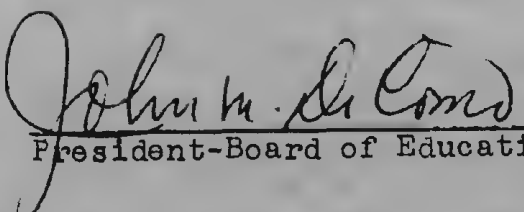
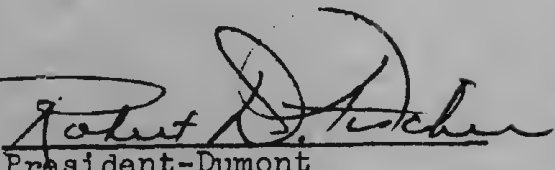
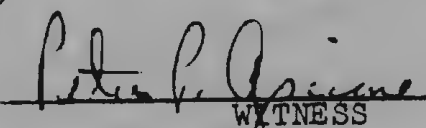

1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.
2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his/her own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.
3. The Board will not take necessary formal action until a date subsequent to the above meeting.
4. If the resultant action of the Board is to withhold an increment, it shall, within 10 days, give written notice of such action, together with the reasons therefor, to the employee concerned.

ARTICLE VII

BOARD POLICY

Matters related to the following shall be in accordance with Board Policy:

Recruitment, Selection and Appointment
Assignment and transfer
Vacancies and promotions
Custodial evaluations
Salary guides and/or increments
Custodial responsibilities
Compensation and related benefits
Leaves, personal business and vacations
Custodial calendar
Working day
Withholding of increments

 _____ President-Board of Education	 _____ President-Dumont Custodial Association
 _____ WITNESS	 _____ WITNESS

APPENDIX B

CUSTODIAL STARTING SALARY

1973-1974

&

1974-1975

Matron	\$4500.00
* Custodian	6900.00
Maintenance Man	7300.00
Head Cust. Grant & Lincoln	7750.00
Head Cust. Honiss & Selzer	7850.00
Head Cust. High	8050.00

* Night Supervisor

Elementary.....	\$100.00
High School.....	\$400.00

Salary increments for all existing custodial personnel will be based upon the recommendation of the immediate superior. The increment will range from zero (0) to five and one half (5.5) per cent for the first year of the contract 1973/1974 and from zero (0) to five (5) per cent for the second year of the contract, 1974/1975.

DUMONT PUBLIC SCHOOLS

APPENDIX A

Grievance Procedure

Non-certificated Personnel

BE IT RESOLVED, by the Board of Education of the School District of Dumont that the following grievance procedure be adopted and made a part of the personnel policies of the school district.

A. DECLARATION OF POLICY:

1. In order to establish a more harmonious and cooperative relationship between the Board of Education and its non-certificated employees, it is hereby declared to be the purpose of these procedures to provide a means for the settlement of differences between these employees and the Board of Education, and to assure equitable and proper treatment of such employees pursuant to established rules, regulations, and policies of the school district and the Board of Education.

2. The Dumont Board of Education further agrees to abide by the procedures hereunder stated, provided these procedures do not contravene any statutory right of duty of said Board.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of staff members. Both parties agree that these proceedings shall be kept informal and confidential as may be appropriate at any level of the procedure.

C. DEFINITION

1. Grievance shall mean any alleged violation, misinterpretation, or inequitable application of any existing law, rule, regulation, or policy which relates to or involves the employee in the exercise of duties assigned to him.

2. "Days" shall mean calendar days except weekends and school holidays. It is understood that during the summer months any change in grievance procedure shall be by mutual agreement of the parties in interest.

3. "Party in interest" shall mean the person or persons making the claim, including their designated representatives as provided herein, and any persons or person who might be required to take action or against whom action might be taken in order to resolve the problem.

4. The Association shall mean the recognized Employee Organization by Board Action.

July 1, 1973

D. TIME LIMITS

1. The number of days indicated at each step shall be considered as a maximum. In specific instances, steps in the grievance procedure may be merged by the mutual consent of both parties. The time limits specified may, however, be extended by written agreement of the parties in interest.

2. If the aggrieved does not file a grievance in writing within thirty (30) days after he knew of the act of conditions on which the grievance is based, then the grievance shall be considered waived.

3. Failure by the aggrieved at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

4. Before instituting the formal mechanics of the grievance procedure, the aggrieved shall notify the other party of his intent.

E. PROCEDURE

1. Level One

Any employee who has a grievance shall discuss it with his immediate superior in an attempt to resolve the matter informally at that level.

2. Level Two

If, as a result of the discussion in Level One, the matter is not resolved to the satisfaction of the employee within five (5) school days after presentation of the grievance in Level One, he shall set forth his complaint in writing to the next higher official, in accordance with the table of Organization attached, with copies to the Superintendent of Schools and the Chairman of the Grievance Committee of the recognized non-certificated employee organization. The next higher official shall communicate his decision to the employee, the Superintendent of Schools, and the Chairman of the Grievance Committee of the Association within three (3) school days of receipt of the written complaint.

3. Level Three

If the decision made at Level Two does not satisfy the employee he may file any appeal within three (3) school days after receipt of the decision to the Superintendent of Schools or his designated representative. The appeal to the Superintendent or his designated representative must be made in writing and must set-forth the grounds upon which the grievance is based. Reports and records of previous action shall be made available to the Superintendent or his designated representative. Resolution of the matter is to be made within a period not to exceed five (5) school days after receipt of the appeal. The Superintendent or his designated representative, at this time, shall communicate his decision in writing, along with supporting reasons, to the aggrieved, the chairman of the Grievance Committee of the Association and the appropriate individuals involved in Level One and Level Two.

4. Level Four

If the grievance is not settled to the satisfaction of the employee after reaching the Superintendent of Schools or his designated representative, the matter may be referred to the Grievance Committee of the Association for consideration. This referral for consideration must be made within three (3) school days. This Committee shall make a determination as soon as possible, but within a period not to exceed five (5) school days after referral, notifying the employee in writing of this determination.

If the Grievance Committee of the Association determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education. If the Grievance Committee determines that the grievance is without merit, the employee shall retain the right to appeal in writing to the Board of Education. The request in either case shall be submitted in writing within three (3) school days, through the Superintendent of Schools or his designated representative who shall attach all related papers and forward the request to the Board of Education. The Board of Education shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within thirty (30) calendar days.

5. Level Five

Any grievance supported by the Grievance Committee and not resolved to the satisfaction of the employee, or party of interest, after review by the Board of Education may at the written request of the Grievance Committee be submitted to advisory arbitration.

Within ten (10) days of written notice of submission to advisory arbitration, the Board of Education and the Grievance Committee of the Association will each name one advisor. A third member, who shall be chairman, shall be named by the first two.

The advisory arbitrators so selected shall confer with representatives of the Board of Education, and the Grievance Committee of the Association and hold hearings promptly. They shall issue their decision not later than ten (10) days from the date of the closing of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to them. The advisory arbitrators' decision shall be in writing and shall set forth the findings of fact, reasonings and conclusions on the issues submitted. The arbitrators shall be without power or authority to make any decision which requires the commission of an act, prohibited by law of which violates the terms of this Agreement. The decision of the arbitrators shall be submitted to the Board of Education, and the Grievance Committee, or the party of interest and shall be advisory only, and no judgment may be entered thereon.

The costs for the services of an arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board of Education and the Association, or the party in interest.

F. RIGHTS OF EMPLOYEE TO REPRESENTATION

Any individual member of the staff shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representatives of The Association or another person of his own choosing to appear with him or for him at any step in his appeal. When an individual is not represented by the Association, the Association shall have the right to be present and informed at all stages of the grievance procedure.

G. MISCELLANEOUS

1. Decisions rendered at Levels Two, Three, and Four of the Grievance Procedure shall be in writing, setting forth the decision and the reasons therefor and shall be promptly transmitted to all parties in interest and to the Chairman of the Grievance Committee of the Association. Decisions rendered at Level Five shall be in accordance with the procedures set forth in that paragraph.

2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.

4. No employee shall have the right to refuse to follow an administrative directive or a board policy on the grounds that he has instituted a grievance.

All personnel including the grievant, shall continue under the direction of the Superintendent or his designated representative regardless of the pendency of any grievance until such grievance is properly determined. Any case of violation shall be regarded as evidence of conduct unbecoming an employee within the purview of the tenure of office act.

July 1, 1973